*University Agreement No.*



**AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION**

**between**

# Regents of the University of Minnesota

**through its College of Pharmacy (“University”)**

**and**

**(“Affiliate”)**

 ***WITH THIS Agreement of Institutional and Program Affiliation*** (“Agreement”), effective       through       (term may not exceed five years), University and Affiliate, sharing common goals of education and desiring to facilitate a relationship for the purpose of providing educational experiences at Affiliate’s site(s) for certain University residents enrolled in University’s Postgraduate Pharmacy Residency Program (“University’s Residency Program”), agree as follows:

**1. Description of Affiliation**

* 1. General Description. University and Affiliate hereby establish a program of education and training which requires facilities, equipment, services and personnel appropriate for residents to obtain necessary clinical experiences.
	2. The Match. Affiliate acknowledges that University’s Residency Program participates in the ASHP (American Society of Health-System Pharmacists) Resident Matching Program through National Match Services, Inc., a program that provides assistance to qualified applicants to obtain positions in residency programs of their choice and that provides assistance to residency programs to obtain applicants of their choice (the “Match”). Affiliate understands that annually, in March, University’s Residency Program must offer all residency positions through the Match. University’s Residency Program, then, is obligated to offer an appointment to each applicant with whom it is matched. The Match results constitute a binding commitment from which neither the applicant nor the University’s Residency Program can withdraw without mutual written agreement.
	3. The Commitment. Each new calendar year during the term of this Agreement, prior to the month of March, Affiliate and University’s Residency Program, through its Liaisons (defined below), will communicate with each other to discuss the upcoming Match. During this time, Affiliate will express its commitment to University, in writing, as to the number of “matched” residents it will accept for the upcoming fiscal year (July 1 through June 30). Affiliate understands and further agrees that once its commitment is made, it will be obligated to sponsor and fund that number of residents through the upcoming fiscal year, *provided, however*, that such number of resident applicants are “matched” with the University’s Residency Program.
	4. University Employees. Residents participating in the education and training experiences at Affiliate site(s) under this Agreement will be employees of the University. Affiliate will sponsor and fund such residents as set forth in this Agreement.
	5. University and Affiliate Liaisons.

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| University:Jean Y. Moon, PharmD, BCACPDirector, Postgraduate Pharmacy Residency ProgramUniversity of Minnesota College of Pharmacy308 Harvard Street SEMinneapolis, MN 55455Phone: 612.626.6536E-mail: jmoon@umn.edu  | Affiliate:                               Phone:      E-mail:        |

**2. Responsibilities of the Parties**

2.1 Joint Responsibilities.

* + 1. University and Affiliate each will identify a person or persons responsible for liaison during the course of this affiliation. The appointed liaisons (“Liaisons”) are set forth above in Section 1.5.
		2. The Liaisons will jointly plan for:
1. selection, assignment and orientation of residents;
2. periodic review and preparation of objectives for the instructional program;
3. evaluation of residents’ performance; and
4. periodic review of program costs and payments.
	* 1. University has authority to suspend or terminate a resident for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the resident. In cases where a resident’s performance or conduct threatens the safety or welfare of patients, visitors or staff of Affiliate, Affiliate may suspend the resident’s participation at the Affiliate site(s). Affiliate’s Liaison will consult with University’s Liaison before suspending a resident, except where consultation is not reasonably possible under the circumstances.
		2. Both parties agree to comply with all applicable federal, state and local laws, rules and regulations including the Title 45, Sections 160-164 of the Code of Federal Regulations (“HIPAA”). Both parties agree that when protected health information (“PHI”), as defined by HIPAA, is provided or made available to the other party for any purpose, the receiving party, and its agents or representatives will not use or disclose the PHI other than as permitted or required by this Agreement or state and federal law. University residents assigned to Affiliate are not employees of Affiliate but, for purposes of this Agreement only, are members of Affiliate’s “workforce” (as that term is defined by HIPAA) and may use and disclose PHI as permitted by HIPAA, including for the purposes of treatment, payment and healthcare operations, to the extent such use and disclosure is appropriate for the training and education of University residents. Both parties shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors or consultants.
		3. The parties shall review this Agreement periodically to evaluate its operations and effectiveness. University shall review this Agreement further to ensure it meets with University’s curriculum requirements as well as the standards of its accrediting agency. Modifications to this Agreement shall be made pursuant to Section 5.5 of this Agreement.
		4. University and Affiliate are committed to fostering a professional learning environment and, through their respective Liaisons, shall see that appropriate canons of professional behavior are maintained in all educational settings under this Agreement so as to promote the development of appropriate professional attributes in residents.
	1. University Responsibilities.
		1. University shall assume overall responsibility for the general educational experience of residents assigned to Affiliate, including:
5. determination of core educational goals for residents;
6. educational goals and objectives for the residents are outlined in Attachment A;
7. establishing prerequisite criteria for placement of residents with Affiliate;
8. determination of completion of the assignment;
9. provision of information regarding dates for instruction and forecasts of the numbers of residents to be assigned to Affiliate;
10. final evaluation of resident performance; and
11. if Affiliate members who participate in training of residents are to be appointed to the faculty of the University of Minnesota, then Affiliate faculty members shall be appointed in accord with the policy of University in effect at the time of appointment.
	* 1. Residents who provide direct patient care or interact with staff in patient areas, at the request of Affiliate, will be required to provide proof of immunization for measles (rubeola), mumps and rubella (two doses) or positive titre; tetanus in the last ten (10) years; chicken pox (varicella) series, documented positive history, or positive titre; pertussis since 2005; hepatitis B series or documented immunity; and annual influenza. Exceptions will be made when there is a shortage of vaccine. Residents will be required to comply once vaccine supply levels allow for vaccination.
		2. University requires residents to undergo criminal/maltreatment background studies pursuant to Minn. Stat. §§144.057 and 245A.04 as a pre-requisite to participation in the program.
		3. University certifies that its residents have been instructed on the confidentiality of medical and personal information related to patients and/or clients, including HIPAA, and, if applicable, have been trained in universal precautions and transmission of bloodborne pathogens prior to beginning the training program.
		4. University will inform residents that they will be required to comply with all applicable rules, regulations, policies and procedures of Affiliate.
	1. Affiliate Responsibilities.
		1. Affiliate shall retain full responsibility for the care and welfare of its patients and/or clients. It is understood that individual patient care and client services are not controlled, supervised or paid for by University.
		2. Affiliate will provide educational experience opportunities for residents in patient care areas, service departments and other selected areas. In this regard, Affiliate will provide the equipment, facilities, supplies and services for residents and faculty assigned to Affiliate necessary to meet the objectives of the training program.
		3. Affiliate staff members, or Affiliate staff members with University of Minnesota faculty appointments, have responsibility for teaching, supervising and evaluating the performance of residents assigned to Affiliate. Affiliate faculty agrees to provide University with written evaluations of the performance of the residents.
		4. Affiliate will provide for the orientation of residents as to Affiliate’s rules, regulations, policies and procedures. Affiliate will identify and provide University and residents with copies of current policies and procedures at the Affiliate site that apply to the educational experience of the residents.
		5. Affiliate agrees to render the same emergency medical care to residents that it provides for its other employees in the event of an accident or sudden illness that occurs at the Affiliate site during the course of residents’ clinical experience under this Agreement.
		6. To the extent Affiliate generates or maintains educational records related to residents participating under this Agreement, Affiliate will maintain the privacy of those records and limit access to only those employees or agents with a need to know.  For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act (“FERPA”), University hereby designates Affiliate as a school official with a legitimate educational interest in the educational records of the participating residents to the extent that access to University’s records is required by Affiliate to perform its responsibilities under this Agreement.

**3. Liability Insurance and Indemnity**

* 1. University shall maintain professional and general liability insurance in minimum amounts of $1,000,000 for each claim/$3,000,000 annual aggregate, and that policy shall include, within the scope of its coverage, all residents for activities performed within the course and scope of their duties under this Agreement**.**
	2. University agrees to defend, hold harmless, and indemnify Affiliate, its officers, agents, employees, and representatives against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of University, its employees, agents, or representatives (including residents) during the performance of its obligations under this Agreement. University’s liability is governed by the Minnesota State Tort Claims Act, Minn. Stat. §3.736.
	3. Affiliate shall maintain professional and general liability insurance in minimum amounts of $1,000,000 for each claim/$3,000,000 annual aggregate.
	4. Affiliate agrees to defend, hold harmless, and indemnify the Regents of the University of Minnesota, its officers, agents, employees, and representatives (including residents) against all claims or loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of Affiliate, its employees, agents, or representatives during the performance of its obligations under this Agreement.

**4. Financial Terms. (Check appropriate financial description.)**

**[x]** Financial arrangements between University and Affiliate for the current University fiscal year, including stipends, fringe benefits and other costs as agreed by the parties, are set forth in Attachment B. At least thirty (30) days prior to the end of each subsequent University fiscal year (July 1–June 30) during the term of this Agreement, but not later than May 30th of each year, the parties will generate and sign an Annual Financial Addendum setting forth the agreed-upon financial arrangements for the then-current fiscal year.

[ ]  None

**5. Other Terms**

* 1. This Agreement may be terminated by either party upon at least twelve (12) months written notice to the other party, *provided, however*, that if Affiliate terminates this Agreement, such termination shall not be effective as to residents then-currently participating at Affiliate’s site under this Agreement or as to residents for which Affiliate made a commitment under Section 1.3. Such residents shall be allowed to complete their residency programs at the Affiliate site(s) and Affiliate will be responsible for the funding of such residents to completion of their residency programs.
	2. Neither University nor Affiliate shall discriminate on the basis of race, color, creed, religion, national origin, gender, age, marital status, disability, public assistance status, veteran status, sexual orientation, gender identity or gender expression in the performance of this Agreement.
	3. This Agreement supersedes all other affiliation agreements that are the subject of this Agreement existing between University and Affiliate, whether executed at the institutional or college program level.
	4. It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the clinical education and training program, except as expressly provided in this Agreement.
	5. Subject to the written authorization by appropriate representatives of University and Affiliate, amendments to this Agreement may be developed to facilitate execution of the goals of this Agreement. Each amendment shall be in writing and duly executed by the signatories to this Agreement, or their successors in office. To the extent an amendment is not properly executed by persons authorized to do so, it shall be considered invalid.

 **IN WITNESS WHEREOF**, each individual signing below hereby represents and warrants being duly authorized to execute and deliver this Agreement on behalf of the respective party.

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| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:      Title:      Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:      Title:      Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Regents of the University of Minnesota**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Jean Y. Moon, PharmD, BCACPTitle: Director, Postgraduate Pharmacy Residency ProgramDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Lynda Welage, PharmD, FCCPTitle: Dean, College of PharmacyDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Jakub Tolar, MD, PhDTitle: Dean, Medical School Vice President for Clinical AffairsDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

***NOTE: This Agreement to be executed by Affiliate before University representatives begin the execution process.***

**ATTACHMENT A**

**Educational Goals and Objectives**

**ATTACHMENT B**

**Financial Arrangements**

**for**

**July 1,** **through June 30,** **(“Current Fiscal Year”)**

For each University resident participating in the education and training experiences at Affiliate site(s) under this Agreement during the Current Fiscal Year, Affiliate will reimburse University for the cost of each such resident’s stipend, fringe benefits, assessments, professional liability insurance and program administration fees in the amounts set forth below.

* 1. **Sponsorship of Annual Residency Stipend, Fringe Benefits, Assessments, Professional Liability Insurance and Program Administration Fees**. For each resident participating in the educational and training program under this Agreement during the Current Fiscal Year, Affiliate will reimburse University the amounts set forth below. The items marked with an asterisk are subject to a modest change consistent with University Administrative Policy. Only actual cost will be billed.

Stipend (annual, one FTE resident) $

Fringe benefit rate:      % $

Payroll charge (5% of salary plus fringe) $

\*Library assessment  $

\*Technology assessment $

\*Professional liability insurance $

Program administration fee $

Total Due to University per resident $

* 1. **Invoices and Payments**. University will invoice Affiliate quarterly during the Current Fiscal Year. Affiliate will submit payments to University within thirty (30) days of the date of each invoice.
		+ 1. Invoices. Invoices will be sent to Affiliate at the following address:

* + - 1. Payments. Payment will be sent to University at the following address unless otherwise specified on the invoices:

University of Minnesota
College of Pharmacy
Attention: Pharmacy Business Office
5-145 Weaver-Densford Hall
308 Harvard Street SE
Minneapolis, MN 55455